

GOVT. OF ASSAM

WATER RESOURCES DEPARTMENT

BID DOCUMENT



NAME OF SCHEME: River training and channel cutting work of river kaloni to prevent flood inundation of Balipara area.

GOVERNMENT OF ASSAM
OFFICE OF THE CHIEF ENGINEER
WRD

INVITATION FOR BID (IFB)

The CHIEF ENGINEER, WRD, GUWAHATI invites Tender from approved and eligible contractors for the following works under SOPD G .

Sl. No.	Name of Division	Scope of Work	Approx. Value of Work (Rs. in Lakhs)	Time for Completion	EMD (In Rs.)	Tender processing Fee (In Rs.)
1	2	3	4	5	6	7
1	Sonitpur W.R. Division	River training and channel cutting work of river kaloni to prevent flood inundation of Balipara area.	38.148	120 Days	2% of Package value	0.02% of Package value

Note:

The schedule for the Tenders can be seen in the website <https://assamtenders.gov.in>

1. The interested registered Contractors/ Bidders of Water Resources Department (WRD) ASSAM who possess required technical and financial strength may obtain the Standard Bid Document (SBD) which can be downloaded from the website <https://assamtenders.gov.in>. Amendment/Addendum/Corrigendum to the SBD, if any, and further notifications shall appear in this website.
2. Bidders can download documents free of cost. Bidders have to necessarily submit the bidding document in the ETS using their Bidding User ID (Digital Signature Certificate). Bidding documents not submitted through the ETS/not using the bidder's user ID (Digital Signature Certificate) will be considered invalid and summarily rejected. If Financial bid is submitted offline/hard copy, then the tender/bid will be summarily rejected.
3. All the interested Contractors/Bidders are requested to read the Bid Document carefully before submission of their bid. On submission of bid by any interested Contractor/Bidder, it will be presumed that only after careful perusal of the bid document and agreeing upon the Contractors/Bidders has submitted his bid
4. For any e-tendering related quarries please mail to etenderingcewr@gmail.com and the correspondence made in other than this will not be entertained.

Sd/-
CHIEF ENGINEER
WATER RESOURCES DEPARTMENT
Assam,

Tender Time Schedule

S1 No	Item	Start Date & Time
1	Publication date	31-01-2026 18.00 hrs.
2	Document sale/download start date	31-01-2026 18.00 hrs.
3	Bid Submission Start Date	07-02-2026 10.00 hrs.
4	Bid Submission End Date	12-02-2026 14.00 hrs.
5	Bid Opening Date	12-02-2026 15.00 hrs.

Note:- i) In the event of any bandh and Holiday, same time on the next workingday shall be taken in to account.

TENDER DETAILS

- Reference No: SONITPUR/2025-26/SOPD G/III
- Package No.: 1
- Tender Date: As per tender schedule.
- Description: / Name of Work: River training and channel cutting work of river kaloni to prevent flood inundation of Balipara area.
- Item Type: Civil Works
- Division: Sonitpur W.R. Division
- Estimated Cost (Rs.): 3814826.69
- Earnest Money / Bid Security: 2% of Package Value {1% of package value for SC/ST/OBC/MOBC/UGE(Unemployed Graduate Engineer)/ U.D.E (Unemployed Diploma Engineer)}
- In any circumstances in the amount figure upto 2(two) Decimal places is only admissible.
- Time allowed for Completion: 120 Days
- Tender Fee: As per Finance Department's Office Memorandum No. FEB/269/2017/27 Dt. 21/08/2019

LIST OF IMPORTANT DATES OF BIDS:

❖ Name of Work: River training and channel cutting work of river kaloni to prevent flood inundation of Balipara area.

❖ Completion period for construction: 120 Days

❖ Time, Date and Place of submission of bid: Time & Date as per the Tender Scheduletime.

❖ Place of opening bids:

E-Tendering Cell, O/O the Chief Engineer, WRD

❖ Last Date of Bid Validity:

180 days from the Last date of online submission of Bid (Bid Submission end date).

❖ Officer inviting Bids:

Chief Engineer Water Resources Department

APPENDIX TO TENDER SCHEDULE

Note:

1. Cost of tender document should be in favour of The Executive Engineer, Sonitpur W.R. Division Payable at Sonitpur (through online mode only)
2. Submission of Technical Bid on or before 14:00 hrs. hours of 12-02-2026

In case, if any holiday occurs the next working day will be considered.

IMPORTANT DOCUMENTS

Notice:

The following documents will form part of the tender document

1. Section 1 (ITB)
2. Section 2 (Qualification information)
3. Section 3 (Conditions of contract)

SECTION 1 INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. Scope of Bid:

- I. On behalf of the Hon'ble Governor of Assam, the CHIEF ENGINEER, Water Resources Department, Guwahati (referred to employer in this document) invites bids for the construction of works (as defined in these documents and referred to as "the works") detailed in the table given in IFB. The Contractors/Bidders may submit bids for any or all of the works detailed in the table given in IFB.
- II. The successful Contractor/Bidder will have to complete the works by the stipulated date of completion as specified in the Contract else the employer will have the right to take action including imposing penalty and cancellation of his work as deemed fit to the Employer.
- III. Throughout these bidding documents, the terms "bid" and "tender" and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.
- IV. A bid will be treated as a single bid if only one bidder is found to be technically qualified.
- V. In case of single bidder in a particular package after invitation of Bid, the Employer/Tender Committee/Authorized Official has full right to accept a single bid.
- VI. No Sub Contract is allowed in any form.

2. Source of Funds:

- I. The Government of Assam will provide the Funds as per availability.

3. Eligible Bidders:

- I. This invitation for Bids is open to all registered WRD Contractors/ firms.
- II. A Contractor/firm that has been engaged by the Employer to provide consulting services for the preparation/Supervision of the works, and any of its affiliates shall not be eligible to bid.

4. Qualification of the Bidder:

- I. All Contractors/Bidders shall furnish the following information: -
 - a. Financially Sound/satisfactory certificate (issued after 1st April 2025) from nationalized/Schedule Bank where the bidder is a current/saving account holder. The date of issuance of this certificate must be mentioned.
 - b. Copies of original documents defining the constitution of the Firm/ Company/ Enterprise of legal status, place of registration, and principal place of business; power of attorney (in notary form) of the signatory of the Bid to commit the Bidder (applicable in case of company/ enterprises/firm etc.).
 - c. Valid and up-to-date registration with the Water Resources Department (WRD). The WRD registration must be valid up to 31st March 2026, or up to 31st March 2025 in cases where the registration certificate from WRD, Assam has not yet been issued.
 - d. Contractor/Bidder need to submit a self-certified up to date progress report of all works awarded to him for the past 5(five) years in WRD, Assam till one month prior to the date of bid publication (Need to be self attested). Non submission of the same will lead to disqualification of the bid. (As per Annexure VIII) The bidder shall be responsible for the correctness of the self-certified statement. Any omission and submission of incorrect information may lead to rejection of the bid and cancellation of award of contract.

- e. Abstract of Annual Turnover for Civil works only will be considered and a certificate for the preceding Five Financial Year from registered Chartered Accountant (CA) as per prescribed format for civil works only (As per Annexure IV)
- f. Undertaking for NO OBJECTION (As per Annexure-V)
- g. Authority to seek references from the Bidder's bankers; (As per Annexure VII)
- h. A table containing Annual turnover of the Bidder during the last 3 years (As per Annexure IX)
- i. List of Technical Personnel (As per Annexure X)
- j. A table containing value of existing commitments/liabilities of all ongoing works awarded to the bidder remaining to be completed (As per Annexure XI)
- k. Site visit verification report issued by the Executive Engineer has to be mandatorily submitted along with the Technical Bid.
- l. Copy of PAN Card
- m. Caste Certificate (if applicable)
- n. Up to Date Labour Licence
- o. GST registration Details
- p. TDS Certificate invariably from TRACES only for preceding 3(Three) Financial Year 2022-23, 2023-24 and 2024-25
- q. Copy of Single work order having a minimum value as per clause 4.II.a.(ii), 4.II.a.(iii) and 4.II.a.(iv)
- r. Undertaking in the form of notary affidavit indicating the name of the scheme, package no and Tender ID that "the bidder will complete the allotted work in all respect within the stipulated time of completion failure to do the same may lead to cancellation of work and Blacklisting of the bidder."
- s. Bid security (EMD) through online mode.
- t. Tender processing fee through online mode.
- u. The bidder must submit along with the tender ownership certificate/ lease agreement of machineries viz. Roller, Excavator, Tipper, Tractor etc. that will be deployed in the work for the package value more than Rs.5.00 (Rupees five) crore at the time of submission of bid otherwise his/her/their bid will be summarily rejected [Minimum machinery number will be as per Clause 17]
- v. For the package value up to Rs. 5.00 (Rupees five) crore, the bidder should submit ownership certificate/ lease agreement of machineries viz. Roller, Excavator, Tipper, Tractor etc. that will be deployed in the work at the time of agreement. [Minimum machinery number will be as per Clause 17]

II.

a.

- i. The contractor/bidder is to have audited (if required) /unaudited Annual Turnover for Civil works only which should not be less than the package value. (The maximum turnover of any one of the last five years will be considered).
- ii. In case of package value more than Rs.5.00 crores, the bidder/ contractor should have at least 1(one) single Civil work order of value not less than 60% of the package value or 2 (two) works equaling 70% of package value.

- iii. In case of package value up to Rs.5.00 crore, the bidder/ contractor should have at least 1(one) single civil work order of value not less than 50% of the package value.
- iv. The Bidder should submit the completion report of the work from the Executive Engineer concerned for the criteria of 4.II.a.(ii) & 4.II.a.(iii) above.
- v. The Bidder should submit a statement of ongoing commitment/liability report along with progress of ongoing works as per format given as Annexure XI in an affidavit (Notary)
- vi. The work order(s) allotted to the bidder within last 5 (five) financial years from the year of publication of bid will only be considered for the criteria of 4.II.a.(ii) & 4.II.a.(iii) above.

❖ In case of newly registered class 1 C (only BE/Engineering graduates), Class II (Diploma Engineers) and Class III contractors relaxation in the above clause like experience certificate, Annual Turnover for Civil works TDS Certificate, Single highest work order may be granted for 3 years from the date of their first registration.

The bidder need to submit supporting document to avail this relaxation from concern registration issuing authority clearly stating the original date of registration and original registration number.

- III. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified, if they have:
 - ❖ Made misleading or false representations in the statements and enclosures submitted as a proof of the qualification requirements; and/or
 - ❖ Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history and financial failure etc.
- IV. The employer/Authorized official has the discretionary power to disqualify the successful bidder in a Bid if at any point of time, it comes to the notice of the employer/Authorized Official that the successful bidder has violated any norms incorporated in the Bid/tender document and also if any contract for works under WRD ASSAM. have been rescinded in the last five years by the bidder

5. One Bid per Bidder:

- I. Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid for a particular package will be disqualified for the work.
- II. In a single package/ group (Tender having same Tender ID), If a bidder submitted one bid in his own/his firm/company/enterprise etc. name and in the name of any firm/company/enterprise in which he/she is a partner/ proprietor, then both the bids will be rejected.

6. Cost of Bidding:

- I. The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case responsible or liable for re-imbursement of such expenses regardless of the contract or outcome of the bidding process.

7. Site visit:

- I. The bidder, at the Bidder's own responsibility and risk have to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the works. The costs of visiting the site shall be at the bidder's own expense.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents:

I. The set of bidding documents comprises the documents listed below

Section	Particulars	Volume No.
1	Instruction to Bidder	Vol. I
2	Qualification information and other forms	Vol. I
3	Conditions of contract	Vol. I

II. The Bidder is to examine carefully all instructions, conditions of contract, contract date, forms, terms, technical specifications, bill of quantities, forms, Annexes in the Bid Documents. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

9. Pre-Bid Meeting (if applicable):

- I. Pre-bid meeting will be held one time in a year for a particular category of work if applicable for the scheme like
 - a) SOPD-G
 - b) RIDF
 - c) SDRF etc.
- II. The Bidder or his official representative may attend a pre-bid meeting, which will take place at the address, venue, time and date as indicated in appendix if applicable.
- III. The purpose of the pre bid meeting will be to clarify issues and to answer questions on any matter that may be raised related to a particular category of scheme only.
- IV. Non-attendance at the pre-bid meeting will not attract disqualification of a bidder.
- V. Pre-bid meeting is not mandatory

10. Amendment of Bidding Documents:

- I. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda/corrigendum.
- II. Any addendum/ corrigendum thus issued shall be part of the bidding documents and will be available in the website(www.assamtenders.gov.in)
- III. To give prospective bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids.

C. PREPARATION OF BIDS

11. Language of the Bid:

All documents relating to the bid shall be in the English language.

12. Documents comprising the Bid

A. Technical Bid

The Technical bid to be submitted by the bidder shall comprise

- a. Contractors/Bidder's information/details. (As per Annexure I)
- b. Affidavit of work/project/scheme/tender (one single affidavit) in the prescribed format as mentioned. (As per Annexure II) (Original affidavit need to be submitted along with the hardcopy)
- c. Affidavit of Bid (one single affidavit) in the prescribed format as mentioned. (As per Annexure III) (Original affidavit need to be submitted along with the hardcopy)
- d. Power of attorney. (in case Company/enterprise/firm etc.) (in the form of affidavit)
- e. Financially Sound/satisfactory certificate (issued after 1st April 2025) from nationalized/Schedule Bank wherethe bidder is a current/saving account holder. The date of issuance of this certificate must be mentioned.
- f. Copies of original documents defining the constitution of the Firm/ Company/ Enterprise of legal status, placeof registration, and principal place of business; power of attorney (in notary form) of the signatory of the Bid to commit the Bidder (applicable in case of company/ enterprises/firm etc.).
- g. Valid and up-to-date registration with the Water Resources Department (WRD). The WRD registration must be valid up to 31st March 2026, or up to 31st March 2025 in cases where the registration certificate from WRD, Assam has not yet been issued.
- h. Abstract of Annual Turnover for Civil works only will be considered and a certificate for the preceding Five Financial Year from registered Chartered Accountant (CA) as per prescribed format for civil works only (As per Annexure IV)
- i. Undertaking for NO OBJECTION (As per Annexure-V)
- j. Undertaking that the Bid shall remain valid for the period in the prescribed format. (As per Annexure VI)
- k. Authority to seek references from the Bidder's bankers; (As per Annexure VII)
- l. Contractor/Bidder need to submit a self-certified up to date progress report of all works awarded to him for the past 5(five) years in WRD, Assam till one month prior to the date of bid publication (Need to be self attested). Non submission of the same will lead to disqualification of the bid. (As per Annexure VIII) The bidder shall be responsible for the correctness of the self-certified statement. Any omission and submission of incorrect information may lead to rejection of the bid and cancellation of award of contract.
- m. A table containing Annual turnover of the Bidder during the last 3 years (As per ANNEXURE IX)
- n. List of Technical Personnel (As per Annexure X) (Original affidavit need to be submitted along with the hardcopy)
- o. A table containing value of existing commitments/liabilities of all ongoing works awarded

to the bidder remaining to be completed (As per Annexure XI) (Original affidavit need to be submitted along with the hardcopy)

- p. Site visit verification report issued by the Executive Engineer has to be mandatorily submitted along with the Technical Bid.
- q. Copy of PAN Card
- r. Caste Certificate (if applicable)
- s. Up to Date Labour Licence
- t. GST registration Details
- u. TDS Certificate invariably from TRACES only for preceding 3(Three) Financial Year 2022-23, 2023-24 and 2024-25.
- v. Copy of Single work order having a minimum value as per clause 4.II.a.(ii), 4.II.a.(iii) and 4.II.a.(iv)
- w. Undertaking in the form of notary affidavit indicating the name of the scheme, package no and Tender ID that “the bidder will complete the allotted work in all respect within the stipulated time of completion failure to do the same may lead to cancellation of work and Blacklisting of the bidder.” (Original Affidavit need to be submitted along with the hardcopy)
- x. Bid security (EMD) through online mode.
- y. Tender processing fee through online mode.
- z. The bidder must submit along with the tender ownership certificate/ lease agreement of machineries viz. Roller, Excavator, Tipper, Tractor etc. that will be deployed in the work for the package value more than Rs.5.00 (Rupees five) crore at the time of submission of bid otherwise his/her/their bid will be summarily rejected [Minimum machinery number will be as per Clause 17]
- aa. For the package value up to Rs. 5.00 (Rupees five) crore, the bidder should submit ownership certificate/ lease agreement of machineries viz. Roller, Excavator, Tipper, Tractor etc. that will be deployed in the work at the time of agreement. [Minimum machinery number will be as per Clause 17]

NOTE: All affidavits should be Notary.

SPECIAL INFORMATION

- ❖ The Bidder need to upload all Technical documents as a single PDF file which need to be self attested in all pages.
- ❖ The bidders shall submit the bid online as follows:-
- a) Bid security and cost of tender in one envelope/folder as specified in the online module.
- b) Technical bid in separate envelope/folder as specified in the online module.
- c) Financial bid in separate envelope/folder as specified in the online module.

B. Financial Bid

Financial Bid to be submitted through on-line only, which shall comprise

- a) Priced Bill of Quantities for items specified.
- The Bidder shall prepare Technical Bid one for submission through on line and one hardcopy

for submission offline. The information/particulars/data required for the technical bid should invariably be filled up as per prescribed formats and all uploaded pages including supporting documents must be self attested in all pages before submission.

13. Bid Prices:

- I. The contract shall be for the whole works/Package based on priced Bill of Quantities submitted by the Bidder.
- II. The Bidder should quote rates inclusive of all taxes and Forest Royalty as per prevailing Government Act/ Notification.
- III. The rates quoted against each item by bidder must be up to 2(two) decimal points only and if the bidder quote rate against any/each item beyond 2(two) decimals will be disqualified.
- IV. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities along with total bid price. If the bidder does not enter rate or price for any item in the Bill of Quantities will be rejected.
- V. All duties, taxes, and other levies are payable by the contractor under the contracts, or for any other cost shall be included in the rates, prices and total Bid price submitted by the bidder.
- VI.
 - a) If the Bid of the successful Bidder is at a discount of more than the threshold value i.e., 10% below the estimated value/ package value, then the bidder has to submit written clarifications / justification for quoting such price, including detailed price analysis of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirement of the bid document.
 - b). If the Employer/TIA (Tender Inviting Authority) is satisfied that the bidder has substantially demonstrated its capability to deliver the contract at the offered price, the Employer/TIA shall accept the bid.
 - c). If after evaluating the justification and price analysis, Employer/TIA is not satisfied with the clarifications / justifications offered by the bidder for quoting price lower than the threshold value, the Employer/TIA shall seek additional performance security to protect against default.
 - d). The amount of additional performance security will be calculated as per the following matrix:

Sl. No.	Bid quoting financials below estimated value /package value	Additional Performance Security (PS) to be deposited by successful bidder, over and above normal PS
i.	Between 10.01% to 15%	200% of the difference between threshold value and Bid Amount
ii.	Between 15.01% to 20%	250% of the difference between threshold value and Bid Amount
iii.	20.01% and above	300% of the difference between threshold value and Bid Amount

- e). This additional performance security in para VI.d. above, shall be treated as part of the Performance Security.

VII. Certificate regarding relation of works with financial bid

Quality of work/service is dependent on the cost. Any bid below estimated value/package value shall have adverse impact on quality of the work.

I, Shri Bhaskar Jyoti Sarmah, Chief Engineer, Water Resources Department, Assam, do hereby certify that the work "**River training and channel cutting work of river kaloni to prevent flood inundation of Balipara area. (Package No. 1)**" proposed to be bid with an estimated value/package value of INR **3814826.69** (Including taxes), is of high critical importance.

I am personally satisfied that the estimate has been prepared strictly as per stipulated norms and that the quality of the work will be severely impacted if the financial bid below the Threshold Value, i.e., 10% below the estimated value put to tender, is allowed and awarded this work.

Sd/-

Chief Engineer

Water Resources Department,
Assam Water Center,
Basistha, Guwahati-29

Date: 31-01-2026

14. Currencies of Bid and Payment:

- I. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

15. Bid Validity:

- I. Bids shall remain valid for period not less than 180 days after the deadline date for bid submission (Bid Submission End Date).
- II. In exceptional circumstances, prior to expiry of the original time limit, the Employer/Authorized Official may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be madethrough email. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not berequired or permitted to modify his bid hereinafter, but will be required to extend the validity of his bid security for a period ofthe extension. No claim on interest on EMD/Security Deposit/ Additional Security (wherever applicable) will be entertained atany point.

16. Bid Security (EMD):

- i. The bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in IFB for this particular work. The bid security shall be through online mode and the employer will not be responsible for non-received or acknowledgment.
- ii. The Bid security not accompanied by any acceptable documents (if applicable) shall be rejected.
- iii. The bid security of unsuccessful bidders will be released by the Finance as per Finance Department's Office Memorandum No. FEB/269/2017/27 Dt. 21/08/2019
- iv. The bid security of the successful bidder will be released as per norms and no claim for interest on the security will be entertained.
- v. The Bid Security may be forfeited
 - a. If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
 - b. In the case of a successful Bidder if the bidder fails to comply the following within the specified time limitto
 - (i) Sign the Agreement;
 - (ii) Start the work after allotment

17. Plant and machinery

List of key plant and equipment to be deployed in the contract work (Capacity and number varying depending upon the different scope/ provision)

I. The minimum requirement of plant and equipment for embankment works:

Sl No.	Type of Equipment	Minimum Capacity	Minimum Requirement (in Nos.) For package value above Rs. 5 Crore	Minimum Requirement (in Nos.) For package value upto Rs. 5 Crore
1.	Hydraulic Excavator cum loader		1	1
2.	Dumper/ Tipper		2	2
3.	Or Tractor With Trailer		4	2
4.	Static Roller	8-10 Ton Capacity	1	1

II. The minimum requirement of plant and equipment for Bank Protection works:

Sl No.	Type of Equipment	Minimum Capacity	Minimum Requirement (in Nos.) For package value above Rs. 5 Crore	Minimum Requirement (in Nos.) For package value upto Rs. 5 Crore
1.	Hydraulic Excavator cum loader		1	1
2.	Dumper/ Tipper or		2	1
3.	Tractor With Trailer		3	2

III. The bidder must submit along with the tender ownership certificate/ lease agreement of machineries viz. Roller, Excavator, Tipper, Tractor etc. that will be deployed in the work for the package value more than Rs. 5.00 (Rupees five) crore at the time of submission of bid otherwise his/her/their bid will be summarily rejected (Minimum machinery number will be as per Clause 17.)

IV. For the package value upto Rs. 5.00 (Rupees five) crore, the bidder should submit ownership certificate/ lease agreement of machineries viz. Roller, Excavator, Tipper, Tractor etc. that will be deployed in the work at the time of agreement. (Minimum machinery number will be as per Clause 17.)

18. Technical Personnel

The prospective bidders shall have full time engaged/appointed experienced technical personnel, the minimum being one Civil Engineering Degree holder and one Civil Engineering Diploma holder (Authenticated documents in respect of Qualification and engagement shall be furnished for Technical-Evaluation). In this respect the bidder shall

upload Annexure X duly notarized, failing which the bid will be treated as non-responsive.

19. Format and Signing of Bid

- I. The Bidder shall submit both technical and financial bids through on-line.
- II. The technical Bid (supporting documents required self-attestation) of the ITB shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, all pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

20. Submission of bid (Online mode / Off line mode):

- i. Both technical & financial bids will have to upload through on-line. The Bidder have to submit a hardcopy of the technical bid.
- ii. On-line: Technical Bid with Bid security, Tender processing fee and other supporting document as per ITB.
- iii. The Scan copies need to be in pdf format only and need to be self attested in all pages.
- iv. Any online document, after downloading, if found not readable / illegible will not be considered for evaluation & the bid will be summarily rejected.
- v. Financial Bid (BOQ) to be submitted online only. If Financial Bid submitted off-line/hard copy, the bid will be summarily rejected.
- vi. Off- line:

The bidder, has to submit a hard copy of the bid along with the soft copy. However, it is clarified that the bid submitted by him online in soft copy shall be deemed as his actual bid document. In case of any discrepancy in the hard copy of bid document submitted by him and the online bid documents submitted by him, the online bid document shall prevail.

- vii. In case of any error in the hard copy, the documents submitted by him in the online bid document shall prevail.

21. Sealing and Marking of Bids for submission:

- i. The bidder, has to submit a hard copy of the bid along with the soft copy. However, it is clarified that the bid submitted by him online in soft copy shall be deemed as his actual bid document. In case of any discrepancy in the hard copy of bid document submitted by him and the online bid documents submitted by him, the online bid document shall prevail.
- ii. In case of any error in the hard copy, the documents submitted by him in the online bid document shall prevail.
- iii. Technical Bid should contain scan copies of all supporting tender documents as per annexures. The Scan copies need to be in pdf format only and need to be self attested in all pages.
- iv. Interested bidders must obtain digital certificate with digital certificate service Provider before the participation to bid.

22. Deadline for Submission of the Bids:

- I. The Employer may extend the deadline for submission of the bids by issuing an amendment, in which case all rights and obligations of the Employer and the bidders will be as per the original NIT.
- II. The Hardcopy of the technical bid must reach the office of the Chief Engineer, Water Resources Department, Assam Water Centre, Basistha Guwahati 29 before deadline for submission.

23. Late Bids:

- I. The Electronic procurement system does not allow to submit any online bid, after expiry of the deadline for submission.
- II. Any Technical Bid of hardcopy will not be received by the Employer after the deadline.

24. Withdrawal of Bids:

- I. Bidders may withdraw their bids before the deadline.

E. BID OPENING AND EVALUATION

25. Bid Opening:

- I. Once the technical bids are scrutinized, the successful bidders will be intimated via Email/SMS. (The Department will not be responsible for any delay or non received of Email/SMS by the bidder/bidders)
- II. The Employer/Authorized official shall prepare minutes of the Bid opening.

26. Process to be Confidential:

- I. Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders till award to the successful Bidders. Any effort by Bidder to influence the Employer/Authorized Official's processing of Bids or award decisions may result in the rejection of his/her Bid.

27. Clarification of Financial Bids:

- I. During the examination, evaluation and comparison of Bids, the Employer/Authorized official may at his discretion, ask any Bidder for clarification of his/her bid.
- II. No Bidder shall contact the Employer/Authorized official on any matter relating to his/her bid from the time of the bid opening till the award of contract.
- III. If a Bidder wishes to bring additional information to the notice of the Employer/Authorized official against any participant in the bid, it should do so in writing within 96 (ninety six) hours of opening of Technical (if the information is related to technical bid) or 48 (forty eight) hours of Financial bid (if the information is related to financial bid).
- IV. No correspondence from any bidder after 96 hours/ 48 hours respectively, as per clause 27. III. will be entertained.
- V. Any effort by the Bidder to influence the Employer/Authorized official in the Bid evaluation process, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

28. Examination of Bids and Determination of Responsiveness:

- I. During the detailed evaluation of "Technical Bids", the Employer/Authorized official will determine whether each Bid (a) meets the eligibility criteria, (b) has been properly signed; (c) is accompanied by the required securities and (d) substantially responsive to the requirement of the Bidding documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions i.e., priced Bill of Quantities, Technical specifications
- II. A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents.
- III. If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer/Authorized official.

29. Correction of Errors:

The bidder, must have to submit a hard copy of the bid along with the soft copy. However, it is clarified that the bid submitted by him online in soft copy shall be deemed as his actual bid

document. In case of any discrepancy in the hard copy of bid document submitted by him and the online bid documents submitted by him, the online bid document shall prevail.

- I. In case of any error in the hard copy, the documents submitted by him in the online bid document shall prevail.

30. Evaluation and Comparison of Financial Bids:

- I. The Employer/Authorized official will evaluate and compare only the Bids determined to be substantially responsive.
- II. In evaluating the Bids, the Employer/Authorized official will determine for each Bid and any error in the evaluated Bid price by the bidder will be rejected
- III. The Department/Employer/Authorized official reserves the right to fix the lowest workable rate that may be allowed for awarding the work/contract. The decision of the Department/Employer/Authorized Official what so ever in this regard shall be final and binding upon the bidders.
- IV. Every bidder shall carefully pursue the clauses and submit his/her bid accordingly.
- V. If the bidder submits his/her bid, it will be presumed that he/she has submitted the bid on agreeing with all clauses of the bid documents.

F. AWARD OF CONTRACT

31. Award Criteria:

- I. Award of contract is subject to approval from concerned Department/Authority.
- II. The department/ Tender Committee/ Employer/Authorized Official will award the contract to the bidder whose Bid has been determined as substantially responsive after technical and financial evaluation subject to fulfilment of other clauses relating to award of work
- III. The bid capacity of the bidder will be calculated to ascertain the responsiveness of the bidder as per criteria given in para 31(VI)(A)
- IV. The Technical evaluation would be taken up if his/her bid is qualified as per the bid capacity and after selecting the qualified bidder based on technical evaluation criteria, the financial evaluation of the responsive bidder will be done.
- V. Bidders, who meet the qualification criteria, will be qualified if their available bid capacity at the time of bidding is not less than the total package value.
- VI. **TECHNICAL EVALUATION:** The technical evaluation will be done on basis of the documents submitted by the bidder. The Technical evaluation criteria are on the parameters of Bid capacity.

A. Bid capacity of the bidder:

BID CAPACITY is defined as

“Bidding Capacity” by definition means the monetary value of construction work, in aggregate, which the Department deems itself reasonably assured that a particular contractor is capable of executing and completing successfully at a given time.

- i) A bidder’s maximum bid capacity shall be calculated as 2 (two) times of the bidder’s highest Annual Turnover in any of the preceding last 3(three) years.
- ii) In case a bidder has been awarded work to the extent of twice the highest turnover in the last 3 (three) years, or if his past work awarded and taking into account the current bid would cross twice the highest annual Turnover of last 3 (Three) years, he/she would be deemed to be financially ineligible to bid and his bid would be rejected on this ground.
- iii) In case a bidder has already been awarded work equal to twice his Annual Turnover of the last 3(three) years but has received some running payment against those works, the bidder would be eligible to bid for new works to the extent of payments already received by him.
- iv) The Calculation of bidding capacity shall be worked out by the following formula: Bidding Capacity = 2A - (B+C)
Where, A = Maximum turnover in any one year during the last three years
B = Value of existing commitments/liabilities of all ongoing works awarded to the bidder remaining to be completed. (Format enclosed)
C = Value of existing Tender

To calculate the value of “A”

i) A table containing Annual turnover of the Bidder during the last 3 years is as follows (As per ANNEXURE IX):

S1 No	Financial Year	Annual turnover (Rs in CR)
(1)	(2)	(3)
1	2022-23	
2	2023-24	
3	2024-25	

ii) Maximum Annual turnover that have been undertaken during the F.Y..... out of the last three years and value thereof is Rs.....Crore (Rupees.....).

Signature, name and designation of Authorized Signatory
For and on behalf of
.....(Name of the applicant)

Name of the Statutory Auditor's Firm/Chartered Accountant Signature: -Seal of the Audit/Chartered Accountant Firm: Name of signatory (in capital) :-
Membership No.: -Firm Regn. No: -

To calculate the value of “B”

Value of existing commitments/liabilities of all ongoing works awarded to the bidder remaining to be completed is as follows (As per Annexure XI):

Sl. No	Name of work Scheme	Name of Contractor with address	Percentage of participation of the bidder in the project (if participated as JV)	Stipulated period of completion as per work order with date of start (in Rs)	Value of contract as per agreement (in Rs)	Value of work completed (in Rs)	Balance value of work to be completed (in Rs)

Signature, name and designation of Authorized Signatory For and on behalf of(Name of the applicant)

Note: 1. All the documents to be submitted in support of above must be duly signed and sealed by the applicant/bidder.

Detail explanation and typical calculation of bid capacity shown in above

VII. Before award of contract, the progress of existing work of successful bidder will be verified with concerned Authority.

VIII. A bidder will get maximum contract/contracts of value 2 (two) times of the bidder's highest Annual Turnover in any of the preceding last 3(three) years.

IX. In case a bidder has been awarded work to the extent of twice the highest turnover in the last 3 (three) years or of his past work awarded and taking into account the current bid would across twice the highest annual Turnover of last 3 (Three) years, he/she would be deemed to be financially ineligible to bid and be rejected on the ground.

IX(A). In case a bidder has already been awarded work equal to twice his Annual Turnover of the last 3(three) years but has received some running payment against those works, the bidder would be eligible to bid for new works to the extent of payments already received by him.

X. As the work is to be completed within stipulated time frame so in case the successful bidder/bidders who has/have quoted the lowest rate (L1) has /have existing work for which progress is found to be slow, the employer reserves the right not to award the work to the L1 bidder.

XI. The bidder needs to submit along with technical bid, at the time of submission of bid an undertaking regarding “NO OBJECTION” in this regard on Clause 31(X) (As per Annexure V)

XII. If lowest bidder (L1) is more than one, the decision for selection of L1 bidder who shall be awarded the work will be arrived at after considering Past Track Record, Bid Capacity,

existing commitment at the time of bidding and size of works executed in the last 5 years.

32. Employer's Right to accept any Bid and to reject or all Bids:

- I. The Employer/Tender Committee reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract.
- II. The acceptance and rejection of tenders/bids is left entirely to the discretion of the Employer/Authorized Official/Tender committee as applicable.
- III. Even though a bidder meets all qualifying criteria and successfully comes out in technical bid evaluation and also appears to be lowest (L1) bidder while framing the comparative statement, he or they (in case of Firm) are subject to be disqualified if the bidder or any of its partners (of a Firm)
 - a. Makes misleading or false representations in the forms, statements/declaration and attachments submitted with the bid.
 - b. Has a record of poor performance during last five years, as on the date of bid such as abandoning the works, rescinding the contract for reasons attributable to the contractor/ bidder, inordinate delay in completion, or financial failure due to bankruptcy etc.
 - c. Showing very poor performance in implementation of allotted works.
- IV. The department reserves the right to fix the lowest workable rate that may be allowed for awarding work/contract. The decision of the Department/Employer/Authorized Official what soever in this regard shall be final and binding upon the bidder. Every bidder shall carefully pursue this clause and bid his tender accordingly.
- V. The Department/Tender Committee/Employer/Authorized Official reserves the right to not award the work/Package to the Lowest (L1) bidder if the L1 bidder is not found suitable as per terms of this Bid Document but to other as per clause 31 (XII).
- VI. The decision of the Department/Tender Committee/Employer/Authorized Official to award as per clauses 31(X), 31(XI), 31(XII), 32(III) and 32(V) is final and binding.

33. Notification of Award and Signing of Agreement:

- I. The Bidder whose Bid has been accepted for award will be intimated through email/Whatsapp/SMS or letter by the Employer/Authorized Official
- II. The notification of award will constitute the formation of the Contract, subject to the furnishing of a performance security in accordance with provision.
- III. The successful bidder will have to enter into agreement with the employer/Authorized Official as per the Contract Agreement, WRD Assam (Annexure XII) form where entire Bid document will form a part of the agreement. The successful bidders will furnish performance security and sign the agreement within 7(Seven) days from the date of notification of award.
- IV. Upon furnishing by the successful Bidder of the performance security, the Employer/Authorized Official will promptly notify/inform the other bidders that their Bids have been unsuccessful.

34. Performance Security (PS):

- i. Within 7 (Seven) days of receipt of the Allotment Letter/Work Order, the successful Bidder shall deliver to the concerned Executive Engineer a Performance Security (PS) in any of the form given below for an amount equivalent to 5% (five percent) of the Contract price in favour of concerned Executive Engineer.
 - a. Bank Guarantee from any Nationalized/Schedule Bank
 - b. Fixed deposit Receipt (FDR) issued by any Nationalized/Schedule Bank,
- ii. The PS Deposit will be release after 45 days from completion of the Defect Liability period. The Defect Liability Period is 365 days from the date of completion for the allotted works.

35. Additional Performance Security:

- i. If after evaluating the justification and price analysis, (TIA) Tender inviting authority is not satisfied with the clarifications / justifications offered by the bidder for quoting price lower than the threshold value, the TIA shall seek additional performance security to protect against default.
- ii. The amount of additional performance security will be calculated as per the following matrix:

Sl. No.	Bid quoting financials below estimated value put to tender	Additional Performance Security (PS) to be deposited by successful bidder, over and above normal PS
i.	Between 10.01% to 15%	200% of the difference between threshold value and Bid Amount
ii.	Between 15.01% to 20%	250% of the difference between threshold value and Bid Amount
iii.	20.01% and above	300% of the difference between threshold value and Bid Amount

- iii. This additional performance security in para above, shall be treated as part of the Performance Security.
- iv. The successful Bidder shall deliver to the concerned Executive Engineer the Additional Performance Security (APS) in any of the form given below for an amount equivalent as per the para (35.ii) above.
 - a. Bank Guarantee from any Nationalized/Schedule Bank
 - b. Fixed deposit Receipt (FDR) issued by any Nationalized/Schedule Bank,
- v. The APS Deposit will be release after 45 days from completion of the Defect Liability period. The Defect Liability Period is 365 days from the date of completion for the allotted works.

36. Validity Period: As Below

- I. Performance security and Additional Performance security shall be valid until for a period of 45 days after the expiry of Defect Liability Period of 365 days
- II. Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security.

37. Corrupt or Fraudulent Practices:

- I. The Employer/Authorized Official will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in

competing for the contract in question and the bidder will be declared not eligible to participate in tender for either indefinitely or for a stated period of time.

38. Dispute Review Board

- I. If the bidder believe that a decision taken by the Employer/Authorized Official was either outside the authority given to the Employer/Authorized Official by the Contract or the decision was not satisfied by the bidder, the bidder can submit in writing within 24 (Twenty four) hours of the decision by the Employer/Authorized Official for review as per clauses 27(III) and 27(IV)

39. Procedure for Disputes

- i. If the bidder not satisfied with the Decision of Employer/Authorized Official/Tender Committee he/she should first approach the Dispute review Board before approaching any Court of Law.
- ii. The bidder is to submit in writing within 96 hours/ 48 hours against the decision of the Employer/Authorized Official for review as per clauses 27(I), 27(II), 27(III), 27(IV) and 27(V)
- iii. Any review request will not be accepted after 96 hours/ 48 hours of the decision of the Employer/ Tender Committee/Official as per clauses 27(III) and 27(IV)
- iv. The Dispute Review Board shall be constituted by the Employer/Authorized Official with three members, one to be nominated by Employer, one to be nominated by the bidder and the other to be nominated by the Government to give a decision.

40. SPECIAL CONDITIONS

- a) Payments shall be made after release of adequate fund against the work by the Government.
- b) Time extension shall not be allowed except Force Majeure conditions.
- c) Proportionate progress should be made with respect to schedule time of completion.
- d) In case of failure to execute the work within the stipulated time, the balance work shall be withdrawn and no claimwhat so ever shall be entertained. In such a case the security deposit shall be forfeited followed by imposition of penalty as fixed by the Employer/Authorized Official and may also lead to suspension/cancellation of registration.
- e) In case of failure to execute the work within the stipulated time, and if such failure leads to loss of public life andproperty, then the contractor may be blacklisted and he will have to bear all the cost thereof and Department will notbe responsible for that.
- f) In case of works involving Earth work/silt/sand in filling, Stone materials, Forest Permits/FRCC (Forest RoyaltyClearance Certificate) shall have to be obtained from Forest Department after payment of Forest Royalty before starting of work/supply by the contractor.
- g) The bidder/ supplier is to procure sand, silt, stone, earth, cement, petrol, diesel and other commodities from within Assam.
- h) Field Test equipment must be provided by the bidder at his own cost at site for checking, weight of geobag, sandsize by sieve analysis etc.
- i) The employer/department may carryout test of the materials supplied, at any point of time, by any external / thirdparty agency and the expenditure thus incur for such test has to be borne by the bidder/Contractor.
- j) If at any point of time during the execution or after execution, if any of the material is found to have discrepancy fromthe terms and condition mentioned in the bid document or specification mentioned in the bid document, then the employer reserves the right to bar from further work order/ participation of bid and may blacklist both the contractor and manufacturer whose material were found to have discrepancy or below specified standard

FOR GEO BAGS -

- a) Only polypropylene geo bags will be received. The bidder will have to procure polypropylene geo bags from companies recommended by the employer.
- b) During supply one in-house test report for geo-bags for every 1000 bags will be required to be submitted.
- c) For every 5000 bags supplied, one test report for two numbers of samples selected randomly by the departmenthas to be procured from BTRA or CSMRI or any approved Govt Institute/agency, and submitted, by the contractorat his own expense.
- d) The employer/department may carryout test of the materials supplied, at any point of time, by any Govt institution/Govt approved agency/ agencies and the expenditure thus incur for such test has to be borne by the bidder.
- e) If at any point of time during the execution or after execution, if any of the material is found to have discrepancy from the terms and condition mentioned in the bid document or specification mentioned in the biddocument, then the employer reserves the right to bar

from further work order/ participation of bid and may blacklist both the contractor and manufacturer whose material were found to have discrepancy or below specified standard

- f) No materials will be allowed to be utilized unless test reports are received as specified above.

GEO TUBULAR MATTRESSES:-

1. Geo synthetic tubular mattresses to be used in the works will have to be supplied by recommended companies.
2. The materials can be procured either directly from companies or through dealers of these companies within the country.
3. In case of Geo Mat, the bidder needs to submit “Bill of Entry” or “certificate of origin” of the product for the manufacturer/company from competent authority. The same need to be submitted along with the materials for utilization in works.
4. During execution of the work the WR department may send samples of supplied materials to some accredited test laboratory for verification of the quality of the materials. The contractor will collect the test results and submit the same to the department intime prior to utilisation of the materials at site. Expenditure for such verification process will have to be borne by the contractor.
5. For all supply of materials such as Geo Textile products (Geo bags, Geo Sheet, Geo Mattress, etc)/porcupine/boulders/etc shall have to submit Test Report as per specification required from Govt approved Laboratory/institutions/agency for utilization in the work.

FOR RCC/PSC PORCUPINE:-

Cube Test reports from Govt approved Laboratory/institutions/agency shall have to be submitted against each batch of members supplied for utilization in the work.

ANTI TERMITE/PEST CONTROL:-

Pest control license from competent authority for the bidder need to be submitted or a declaration along with pest control licensed from party/parties who are authorized to carry out such operation, that the party/parties will lend their service to the bidder whenever required at the time of utilization in the work. (applicable for works related to anti termite/pest control)

APPENDIX/CHECKLIST

ITB

The Bidder must submit the following with the bid:

- a. Contractors/Bidder's information/details. (As per Annexure I)
- b. Affidavit of work/project/scheme/tender (one single affidavit) in the prescribed format as mentioned. (As per Annexure II) (Original affidavit need to be submitted along with the hardcopy)
- c. Affidavit of Bid (one single affidavit) in the prescribed format as mentioned. (As per Annexure III) (Original affidavit need to be submitted along with the hardcopy)
- d. Power of attorney. (in case Company/enterprise/firm etc.) (in the form of affidavit)
- e. Financially Sound/satisfactory certificate (issued after 1st April 2025) from nationalized/Schedule Bank wherethe bidder is a current/saving account holder.
- f. Copies of original documents defining the constitution of the Firm/ Company/ Enterprise of legal status, place of registration, and principal place of business; power of attorney (in notary form) of the signatory of the Bid to commit the Bidder (applicable in case of company/ enterprises/firm etc.).
- g. Valid and up-to-date registration with the Water Resources Department (WRD). The WRD registration must be valid up to 31st March 2026, or up to 31st March 2025 in cases where the registration certificate from WRD, Assam has not yet been issued.
- h. Abstract of Annual Turnover for Civil works only will be considered and a certificate for the preceding Five Financial Year from registered Chartered Accountant (CA) as per prescribed format for civil works only (As per Annexure IV)
- i. Undertaking for NO OBJECTION (As per Annexure-V)
- j. Undertaking that the Bid shall remain valid for the period in the prescribed format. (As per Annexure VI)
- k. Authority to seek references from the Bidder's bankers; (As per Annexure VII)
- l. Contractor/Bidder need to submit a self-certified up to date progress report of all works awarded to him for the past 5(five) years in WRD, Assam till one month prior to the date of bid publication (Need to be self attested). Non submission of the same will lead to disqualification of the bid. (As per Annexure VIII) The bidder shall be responsible for the correctness of the self-certified statement. Any omission and submission of incorrect information may lead to rejection of the bid and cancellation of award of contract.
- m. A table containing Annual turnover of the Bidder during the last 3 years (As per Annexure IX)
- n. List of Technical Personnel (As per Annexure X) (Original affidavit need to be submitted along with the hardcopy)
- o. A table containing value of existing commitments/liabilities of all ongoing works awarded to the bidder remaining to be completed (As per Annexure XI) (Original affidavit need to be submitted along with the hardcopy)
- p. Site visit verification report issued by the Executive Engineer has to be mandatorily submitted along with the Technical Bid.
- q. Copy of PAN Card
- r. Caste Certificate (if applicable)

- s. Up to Date Labour Licence
- t. GST registration Details
- u. TDS Certificate invariably from TRACES only for preceding 3(Three) Financial Year 2022-23, 2023-24 and 2024-25.
- v. Copy of Single work order having a minimum value as per clause 4.II.a.(ii), 4.II.a.(iii) and 4.II.a.(iv)
- w. Undertaking in the form of notary affidavit indicating the name of the scheme, package no and Tender ID that “the bidder will complete the allotted work in all respect within the stipulated time of completion failure to do the same may lead to cancellation of work and Blacklisting of the bidder.” (Original affidavit need to be submitted along with the hardcopy)
- x. Bid security (EMD) through online mode.
- y. Tender processing fee through online mode.
- z. The bidder must submit along with the tender ownership certificate/ lease agreement of machineries viz. Roller, Excavator, Tipper, Tractor etc. that will be deployed in the work for the package value more than Rs.5.00 (Rupees five) crore at the time of submission of bid otherwise his/her/their bid will be summarily rejected [Minimum machinery number will be as per Clause 17]
- aa. For the package value up to Rs. 5.00 (Rupees five) crore, the bidder should submit ownership certificate/ lease agreement of machineries viz. Roller, Excavator, Tipper, Tractor etc. that will be deployed in the work at the time of agreement. [Minimum machinery number will be as per Clause 17]

NOTE:

1. All affidavits should be Notary.
2. Sub Contract in WRD ASSAM will not be considered in any form.
3. The W.R. Department may verify all documents with concern authority and any discrepancy may lead to cancellation of registration/blacklisting.
4. The amount of Bid Security / EMD shall be 2% of the package value as stated in IFB.

SECTION - 2 QUALIFICATION INFORMATION

BIDDERS INFORMATION/ DETAILS

(To be submitted/uploaded)

1. NAME OF THE BIDDER (INDIVIDUAL/COMPANY/FIRM etc):
2. TYPE OF BIDDING (i.e. INDIVIDUAL/COMPANY/ENTERPRISE etc):
3. WATER RESOURCES REGISTRATION NO:
4. FULL ADDRESS OF THE BIDDER/BIDDERS
5. MOBILE NO OF BIDDER/BIDDERS:
6. CATEGORY: General/ ST /SC /OBC /MOBC
7. WhatsApp No.:
8. EMAIL IDs:

SECTION - 3 CONDITIONS OF CONTRACT

A. GENERAL

1. Definitions

I. Terms, which are defined in the Contract Data, are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

The **Completion Date** is the date of completion of the works as certified by the Engineer.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents

The **Contract Data** defines the documents and other information, which comprise the Contract. The Contractor is a person or corporate body who's Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed bidding document submitted by the contractor to the Employer and includes Technical and Financial Bids.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; Months are Calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

The **Engineer** is the Executive Engineer Concerned of respective WR Division.

The **Engineer** is the person named in the Contract Data (or any other competent person appointed and notified to the Contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the contract, certifying payments due to the Contractor, issuing and valuing Variation to the Contract, awarding extensions of time, and valuing Compensation Events.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the works, which is to have a mechanical, Electrical, Electronic or Chemical or Biological function.

The **Site** is the area defined as such in the Contract Data.

Site Investigation Reports are those, which were included in the bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the specifications of the works included in the contract and any modification or addition made or approved by the Engineer.

The Start Date is given in the Contract data. It is the date when the contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

The **Works** are what the contract requires the contractor to construct, install, and turn over to the Employer, as defined in the contract data.

2. Interpretation

I. The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Bid
- (4) Contract Data
- (5) Condition of Contract including Special Conditions of Contract
- (6) Specifications
- (7) Bill of Quantities and
- (8) Any other document listed in the Contract Data as forming part of the Contract

3. Language and Law

- I. The language of the Contract and the law governing the Contract are stated in the Contract Data. Any dispute will be addressed under the jurisdiction of Gauhati High court at Guwahati only
- II. Any litigation will be addressed by the concern Executive Engineer of the concern Division under whose jurisdiction the work is scheduled/ in progress/ completed.

4. Engineer's Decisions

- I. Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in role representing the Employer.
- II. The bidders are requested to go through all the clauses of Bid document very carefully and in case of any confusion on meaning/interpretation of any clauses the matter may be asked for clarification in the Pre-bid meeting. In all circumstances the interpretation of the department against the clauses is finale and binding upon the contractor.

5. Delegation

- I. The Engineer may delegate any of his duties and responsibilities to other people after notifying the Contract and may cancel any delegation after notifying the contractor.

6. Communications

- I. Communications between parties which are referred to in the conditions are effective only when in online/writing.

7. Other Contractors

- I. The Contractor shall co-operate and share the site with other contractors, public authorities, utilities and the Employer between the dates given in the schedule of other contractors. The Contractor shall as referred to in the contract data; also provide facilities and services for them as described in the schedule. The Employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

8. Personnel

- I. The Contractor shall employ the Key Personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the function stated in the schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of Key Personnel only if their Qualifications, Abilities and Relevant Experience are substantially equal to or better than those of the personnel listed in the schedule.

- II. If the Engineer asks the Contractor to remove a person who is a member of the contractor's staff or his work force stating the reasons the contractor shall ensure that the person leaves the site within 7 days and has no further connection with work in the

9. Site Investigation Reports

- I. The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.

10. Queries about the Contract Data

- I. The Engineer will clarify queries on the Contract Data.

11. Contractor to Construct the Works

- I. The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

12. The Works to be completed by the Completion Date.

- I. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Stipulated Completion Date.

13. Safety

- I. The Contractor shall be responsible for the safety of all activities on the site.

14. Discoveries

- I. Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

15. Access to the Site

- I. The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/fabricated/assembled for the works.

16. Instructions

- I. The Contractor shall carry out all instructions of the Engineer pertaining to works, which comply with the applicable laws where the Site is located.
- II. The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

B. TIME CONTROL

17. Programme

- I. Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the works along with monthly cash flow forecast.

- II. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- III. The Contractor shall submit to the Engineer, for approval, an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

18. Extension of the Completion Date

- I. The Engineer shall extend the Completion Date if any untoward incident/ natural calamity occurs with due approval of the CHIEF ENGINEER Water Resources Department.

C. QUALITY CONTROL

19. Identifying Defects

- I. The Engineer shall check the Contractor's work and notify the Contractor of any defects that are found need to be corrected within the stipulated date.

20. Tests

- I. The contractor should submit the test report from competent authority approved by Govt of Assam/ India for the construction materials if the contractors do not possess his own laboratory.
- II. If the contractor possesses his own laboratory, then the test need to be done in presence of Engineer in charge or designated officers of the Department.
- III. The employer/department may carryout test of the materials supplied, at any point of time, by any external agency and the expenditure thus incur for such test has to be borne by the bidder.
- IV. For all supply of materials such as Geo Textile products (Geo bags, Geo Sheet, Geo Mattress, etc.)/porcupine/boulders/etc. shall have be submit Test Report as per specification required from Govt approved Laboratory/institutions/agency for utilization in the work.

Test Reports for materials from Govt approved Laboratory/institutions/agency will invariably be required for Quality Control purpose and for any action thereof from Quality Control Cell, Water Resources Department

21. Correction of Defects

- I. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data.
- II. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

22. Uncorrected Defects

If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount and no further claim will be entertained.

D. COST CONTROL

23. Bill of Quantities

- I. The Bill of Quantities shall contain items for the construction work to be done by the Contractor.
- II. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

24. Payment Certificates

- I. The value of work executed shall be determined by the concerned Engineer.
- II. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities Completed.

25. Payments

- I. The Employer or his representative (i.e. Concern Divisional Executive Engineer) shall pay the Contractor the amounts certified by the Engineer as and when fund is available.

26. Currencies

- I. All payments shall be made in Indian currency (INR).

27. Retention

- I. On completion of the whole of the works any retained amount will be returned in full after the completion of the Defects Liability Period without any interest.

28. Liquidated Damages.

- I. The Contractor shall pay liquidated damages to the Employer at the rate per day* stated in Contract Data (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

* For each day that the completion dates are later than the stipulated completion date.

29. Securities

- I. The security Deposit shall be provided to the Employer as specified in the letter of acceptance and shall be issued in an amount and form and by a Nationalized/Schedule Bank or surety acceptable to the Employer and denominated in Indian Rupee. The Security Deposit shall be valid until a date 45 days after the expiry of Defect Liability Period.

30. Cost of Repair

- I. Loss or damage to the works or materials to be incorporated in the works between the starting date and the defects correction period shall be maintained/recouped by the contractor at the contractor's own cost.

E. FINISHING THE CONTRACT

31. Completion

- I. The Contractor shall request the concerned Engineer to issue a certificate of completion of the works and the Engineer will do so upon deciding that the work is completed.

32. Termination

- I. The Employer may terminate the Contract if the party causes a fundamental breach of the contract.
- II. Fundamental breaches of contract include, but shall not be limited to the following:

- The Contractor stops work for 28 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Engineer;
- The contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- The Engineer gives notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- The Contractor does not maintain a security which is required;
- The Contractor has delayed the completion of works by the number of days allowed by the Employer on reasonable ground. (The Security Deposit will be forfeited)
- If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- The contractor does not bring to the site all the plants & machineries as required for the work and / or does not ensure presence of key persons at site to the full satisfaction of the Engineer-in-charge.

III. If the Contract is terminated the contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.

33. Payment upon Termination

- I. If the contract is terminated, the Engineer shall issue a certificate for the value of the work done less payments received up to the date of issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract data along with penalty imposed upon by the employer.
- II. If the contract is terminated, the security deposit including Earnest Money will be forfeited and no any claim will be entailed.

34. Property

- I. All materials on the Site, Plant, Equipment, Temporary works and works are deemed to be the property of the

Employer, if the Contract is terminated

F. GENERAL PROCEDURE FOR EXECUTING EARTH WORK

Rolling

1. Unless otherwise specified all the earthwork in embankment for construction/ reconstruction of dyke including restoration is to be carried out in layers (as specified) as per as practicable.
2. Each layer is to be compacted properly by 8.00 to 10.00 MT Roller/ Vibratory Compactor.

Construction of New Embankment (Including Breach Closing works)

1. The Seat of embankment should be grubbed properly, scarified and loosened by using plough or by similar means.
2. The layers for the earth work in filling should be placed continuously and approximately in horizontal layers of thickness not exceeding 30 cm is depth, to the full width of the embankments, including slopes at the respective level.
3. Each layer is to be compacted properly by 8.00 to 10.00 MT Roller/ Vibratory Compactor.
4. No fresh layer shall be laid until the previous layer is laid uniformly.

5. Profiles should be fixed at suitable intervals and should be maintained strictly as per sanctioned drawings.

Raising and Strengthening of Embankment

1. For strengthening the slopes of the embankment, continuous horizontal benches should be cut into the old slope, each at least 30 cm wide, for ensuring adequate bond with the fresh embankment material to be added.
2. The surface of the side slopes of existing embankment should be scarified and made loose at least for a depth of 15 cm.
3. For raising the formation level of the existing embankment, vegetation growth and other materials from the crest of the existing embankment should be cleared completely followed by scarifying, before placing of new earth layer.
4. The soil should be laid in layers not exceeding 30 cm thickness or as specified.
5. Each layer is to be compacted properly by 8.00 to 10.00 MT Roller/ Vibratory Compactor.
6. The rain cuts, if any on the existing slopes, should be made good with due care by filling with proper / selected soil duly watered and compacted with suitable methods.
7. The layers for the earth work in filling should be placed continuously and approximately in horizontal layers of thickness not exceeding 30 cm in depth, to the full width of the embankments, including slopes at the respective level.
8. No fresh layer shall be laid until the previous layer is laid uniformly and properly compacted.

Profiles should be fixed at suitable intervals and should be maintained strictly as per sanctioned drawings.

G. SPECIAL CONDITIONS OF CONTRACT

a) LABOUR:

The contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and such intervals as the Engineer may prescribed, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

b) COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

The Contractor must follow all the act/ rules of India/Assam Labour Regulations.

c) Inspection and Plants and Allied Machinery:

The plant and allied machinery required for execution work shall be inspected /examined by the concerned Superintending Engineer/Executive Engineer before commencement of the work.

H. ADDITIONAL SPECIAL CONDITIONS

35. In order to ensure submission of the work programme and approval of the same by the department before commencement of the work the following target dates are fixed for the related activities for compliance by all concerned.

- > The contractor after receiving the Letter of Acceptance/Work Order from authority shall furnish the work programme to the concerned Executive Engineer within 7 (Seven) days from the date of issue of the Letter of Acceptance.
- > The concerned Executive Engineer in turn shall forward the same after necessary scrutiny to the Superintending Engineer for onward transmission to the CHIEF ENGINEER within 7(Seven) days from the date of receipt of program me.
- > The signing of the contract agreement will be subject to the acceptance of the work programme by the Chief Engineer/ Additional Chief Engineer/Superintending Engineer/Executive Engineer Concern.

36. From the date of taking over of the site by the contractor till the completion of work the entire responsibility of maintenance of approach road to the work site along with full safety of the site will lay with the contractor.

37. The contractor after receiving the letter of acceptance shall furnish 3(three) Xerox copies of the contract agreement including the qualification criteria and other related papers forming the contract, as directed by the Department for which no extra payment shall be paid by the employer/Dept.

38. The contractor after receiving the letter of acceptance/Work Order shall place technical key persons within 7(Seven) days with their name with address for communication, telephone No to the concerned Executive Engineer. During execution of the project, replacement of technical key persons, once posted cannot be withdrawn/ replaced without prior approval of the employer/Dept.

39. The contractor after receiving the letter of acceptance/Work Order shall place required good condition & workable tools & machineries at work's site within 7(Seven) days.

40. In case a third party monitoring is required, appropriate video recording/ photography of the progress of implementation at the project site shall be carried on during the execution of work and on completion of the work as mandatory. The third party as appointed by the State Govt. shall be informed by the Employer to the selected bidder and concerned Executive Engineer.

41. The work will be executed as per specifications of sanctioned estimated of WRD.

42. The display boards of the allotted work shall be made as per direction of the Departmental officer's incharge.

43. Video and Still Photography of the stretch to be improved/ renewed before and after execution of the work should be invariably done and records sent to the Employer through the concerned Executive Engineer for appreciation of work done.

44. All taxes & levies, cess etc shall be deducted as per Govt. rules.

45. Each and every page constituting technical bids submitted should preferably be bound and shall be signed /self attested by the authorized representative of the bidder submitting the bids.

46. GST, Forest Royalty including other charges levied by the Forest Department on forest products including any other taxes as applicable is to be paid by the contractor. The department shall deduct the amount of GST, ST, Labour cess and any taxes from the contractor's bill, if the contractor fails to produce the valid certificates from the concerned departments. In the case of Forest products like earth/silt/clay boulder/stone/sand, etc. the contractor is to collect the Forest Permit/FRCC from the forest department before starting the work.

47. All deduction (taxes/handling charges/custom duty/income taxes/ royalties/labour cess, etc) will

be made as per the Government rule/ norms prevails at the time of payment.

48. The Engineer may also extend the Completion Date after obtaining approval from CHIEF ENGINEER/ Employer on request of Contractor on specific ground.
49. Valid Email address of the contractor is necessary for further communication and any intimation done via email should be responded by the contractor.

SECTION-4
FORM
(To be filled by Bidder)

Annexure-II
AFFIDAVIT of Work/Project/Scheme/Tender
(Original affidavit need to be submitted along with the hardcopy)

1. I, the undersigned, do hereby certify that all the statements/information furnished in the bid document for the work of (name of work mentioning the Package and tender ID) are true and correct to the best of my knowledge.
2. The undersigned/the undersigned on behalf of the Firm/Company also hereby certify that neither I/our Firm/Company have abandoned any work in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and requests) any Bank, Person, Firm or Corporation to furnish pertinent information deemed necessary and requested by the department to verify the statements/information or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/project implementing agency.

(Signature of the Bidder with proper title and full address)

Date

Annexure-III
AFFIDAVIT of BID
(Original Affidavit need to be submitted along with the hardcopy)

1. I, the undersigned, do hereby certify that all the statements/information furnished in the bid document for the work of (name of work mentioning the Package and tender ID) are true and correct to the best of my knowledge.
2. The undersigned/the undersigned on behalf of the Firm/Company also hereby certify that I have carefully read all the pages/point/ clauses incorporated in the Bid document/Tender Document/ITB
3. The undersigned/the undersigned on behalf of the Firm/Company also hereby certify that I have agreed to all the points/ clauses incorporated in the bid Document and at all point of time will abide by the Bid document/Tender Document/ITB
4. The undersigned understand and agrees, that the employer/ department have the discretionary power to take action against the undersigned in the case of breaching of any point of the Bid document/Tender Document/ITB

(Signature of the Bidder with proper title and full address)

Date

Annexure-IV

This is to certify that we have verified the consolidated financial statement of _____ (Name of the Firm in which application is made) having its Registered Office at _____ (address of the Firm).

Based on our examination of Books and Records and other documentary evidences we certify that the financial data of the company given in the balance sheets are detailed hereunder for the financial year(s) as mentioned below are true and correct.

Sl. No.	Particulars	Preceding Five Financial Year				
		2020-21	2021-22	2022-23	2023-24	2024-25
(i)	Annual Turnover for Civil works only					

.....

.....
Name of the Statutory Auditor's Firm/Chartered Accountant
Signature: -

Signature, name and designation of Authorized
Signatory

Seal of the Audit/Chartered Accountant Firm:

For and on behalf of

Name of signatory (in capital) :-

..... (Name of the applicant)

Membership No.: -

Firm Registration. No: -

Annexure-V
UNDERTAKING for NO OBJCTION

As the work is to be completed within stipulated time frame so in case if the successful bidder/bidders who has/have quoted the lowest rate (L1) but has /have existing work load of which progress was found not up to the mark, then the work will not be awarded to him/her/them and the next lowest (L2) bidder/firm will be offered for award if his/her/firm's existing liabilities is nil/less at the L1 rate.

Accordingly, the bidder needs to submit along with technical bid (upload & submit hard copy) an undertaking regarding “NO OBJECTION” in this regard.

(Signature of the Bidder/Authorize representative in case of Firm/Company)

Annexure-VI

UNDERTAKING of Bid Validity

I, the under signed do hereby undertake that I/our Company/enterprise/ firm _____ agree to abide by this bid for a period as notified by the employer after the deadline date fixed for receiving the same and it shall be binding on us and may accept at any time before the expiration of that period

(Signed by an Authorized person of the Firm/Company)

Title of Officer

Name of Firm/Company etc

Date _____

Annexure-VII

AUTHORITY TO SEEK REFERENCE

(The Authority to seek reference certificate need to be from the bank from which the bidder has procured the financially sound/satisfactory certificate)

Employer (therein after called the CHIEF ENGINEER, WRD ASSAM, Assam, Basistha, Guwahati-29) is hereby authorized to seek reference from my Banker, as and when required.

Date:-

Signature of the bidder/
Authorized person of the Firm/Company
Name in full (in block capital letters)
Address-

Place:-

ACCOUNT NO:

DATE OF COMMENCEMENT OF THE ACCOUNT:

TYPE OF ACCOUNT: SAVING/CURRENT/OD etc

**Name & address of the Banker
with contact Telephone No. /FAX No.
along with Seal of the Bank and
Signature of the Authorized Officer**

Annexure-VIII

Up to date progress report of all the works allotted to the Bidder in past 5(Five) years in WRD Assam, till 1 month prior to the date of Bid Publication. (This certificate must be self-certified by the bidder)

Name of Division:

Name of Contractor:

Sl. No.	Name of schemes	Work order no. and date	Allotted amount	Date of starting	Upto date progress	If completed Date of completion	Remarks
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Signature of Bidder

Annexure-IX

Financial Statement containing value of annual Turnover of the Bidder during the last 3(three) years is as follows:

Sl. No	Financial Year	Annual Turnover (Rs in CR)
(1)	(2)	(3)
1	2022-23	
2	2023-24	
3	2024-25	

Maximum value of Annual Turnover during the F.Y..... out of the last three years and value thereof is Rs.....Crore (Rupees.....In Words.....).

Signature, name and designation of Authorized Signatory For and on behalf of(Name of the applicant)

Name of the Statutory Auditor's Firm/Chartered Accountant Signature: -
Seal of the Audit/Chartered Accountant Firm:
Name of signatory (in capital) :-
Membership No.: -
Firm Registration. No: -

Annexure-X

(Original Affidavit need to be submitted along with the hardcopy)

(To be furnished in Non - Judicial Stamp paper of appropriate value duly notarized on or after the date of publication of this NIT)

List of Technical Personnel enrolled in Pay roll of my firm/company to be full time engaged/appointed for the work “ ”(Name of Work)

Sl No	Name of the Technical Person	Qualification	Designation	Joining Date	PAN	Mobile No	Remarks

I on behalf of (bidder's name) do hereby declare that the above information furnished by me are true to the best of knowledge and belief and shall be held responsible if any information is found incorrect in due course and the Department has got all right to take any action as deems fit.

Witness: Signed by an authorized officer of the firm

Title of the officer

Name of the Firm with seal

Date

Signature of Notary

N.B- Photocopy of the PAN of all the mentioned persons must be submitted (duly authenticated by the technical person as well as by the agency).

AFFIDAVIT

(Original Affidavit need to be submitted along with the hardcopy) (To be typed on non-judicial stamp paper)

I/We.....aged.....years son of.....do hereby
solemnly affirm and declare as follows for and on behalf of the firm.

A Statement containing value of all the existing commitments and on-going works awarded to the bidder remaining to be completed is as follows:

Signature, name and designation of Authorized SignatoryFor and on behalf of (Name of the applicant)

Note: 1. All the documents to be submitted in support of above must be duly signed and sealed by the applicant/bidder.

Stamp Paper

Contract Agreement, WRD, ASSAM

1. AGREEMENT

This deed of agreement is made in Guwahati in the form of Agreement on (dd/mm/yyyy), between the Chief Engineer, Water Resources Department, AWC, Basistha Guwahati 29 (first party who is termed as Employer as per the bid document) and (Second party who is termed as the Bidder/Contractor) to execute the work of "....." (hereinafter referred to as works) on allotment.

2. COST OF THE CONTRACT

The total cost pf the works (hereinafter referred to as the "Contract Price") is INR **Rs. ... (In figure)..... (Rupees(in words)..... only)** as reflected in the Work Order which is part of this agreement.

Both the parties agree to abide by the terms and conditions of the Bid Document of the Bid Reference No. and Work order with work schedule issued to 2nd party vide No..... Dated. which are also part of this agreement.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) This Agreement;
 - (ii) Formal Work Order with Schedule of items and rates.
 - (iv) Copy of performance security.
 - (iii) The Letter of Acceptance;
 - (iv) The Original Affidavits submitted by the bidder at the time of bidding;
 - a) Affidavit of Work/Project/Scheme/ Tender. (Annexure II)
 - b) Affidavit of BID. (Annexure III)
 - c) List of Technical Personal enrolled. (Annexure X)
 - (v) The Bidding Document.
 - (vi) Notice Inviting Tender

(vii) Copy of Technical Sanctioned.

(viii) Copy of Administrative Approval.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

Signed by:

For and on behalf of the Employer

Signed by:

For and on behalf the Contractor

In the presence of:

Witness:

Name:

In the presence of:

Witness:

Name:

Signature:

Signature:

Address:

Address:

Date:

Date:

Price Schedule

Name of scheme: River training and channel cutting work of river kaloni to prevent flood inundation of Balipara area

Name of Division :

Sonitpur W.R. Division

Name of Sub-Division :

Tezpur-Rangapara W.R. Sub-District

Location:

Kaloni

Package No :

1 (One)

Package value :

38,14,826.69

Sl. No.	Item of work	Quantity	Unit	Rate inclusive of all taxes (Rs.)	Amount (Rs.)
1	<p>Earth work in excavation of drainage channel by mechanical means to the proper grade and slopes as required including disposing the excavated debris/soil to a safe distance of minimum 50 m distance, etc. complete as directed.</p> <p>For lead up to 50 m and all lifts.</p> <p>Normal Soil</p>	31,875.00	Cum	116.43	37,11,206.25
2	<p>Supply of Geo-textile bags of type-A (1.03 × 0.70 m) inner to inner made of Geo-textile non-woven fabric sheets of 400 GSM manufactured from 100% virgin Polypropylene (PP) fibre with minimum properties as per IS 16653:2017</p> <p>i. Wide Tensile strength (MD) \geq 20KN/m & Wide Tensile strength(CD) \geq 20 KN/m</p> <p>ii. Elongation (MD) \geq 50% & Elongation (CD) \geq 50%</p> <p>iii. Abrasion \geq 95%</p> <p>iv. Trapezoidal Tear Strength (MD) \geq 450N & Trapezoidal Tear Strength (CD) \geq 450N</p> <p>v. CBR Puncture strength \geq 4000N</p> <p>vi. Permittivity \geq 1.10s – 1</p> <p>vii. Permeability \geq 40l/m²/sec</p> <p>viii. AOS \leq 75 micron</p> <p>ix. UV Resistance @ 500 hours retained Tensile strength (MD) & (CD) \geq 80%</p> <p>x. Mass \geq 400 gm/m²</p> <p>xi. Thickness at 2KPa \geq 3 mm</p> <p>xii. Seam strength \geq 80 % of actual fabric strength.</p> <p>Stitching of Bags should be Ring Spun Yarn stitches with 2500-3000 denier double line chain stitch with overlap with stitches along the edge @ minimum 15 stitches per 100 mm. (Bags are to be supplied of 100 numbers in a bundle, properly packed with each bag having proper tag with name of Manufacturer, Batch Number, the GSM and type of polymer encrypted and stitched on top corner and each bag is to be marked with "WRD Govt. of</p>	374.00	Bag	213.17	79,725.58

	ASSAM" to be printed distinctly. Test Certificate from approved NABL accredited and ISO (Certified Laboratory should invariably be submitted against each batch of material)				
3	Filling and laying of Geo bags of size 1.03 m × 0.70 m including excavation of sand/silt of size more than 80 micron from flood plain or adjacent chars within a distance of 90 m of the work site, filling geo bags with sand/silt having minimum weighing 126.00 Kg and minimum volume 0.084 Cum after filling, double locking chain stitching the mouth of the filled bags with polypropylene thread by power driven double needle double stitched machine, stacking the same in batches of 100, carrying the same to the dumping site including all handling charges and local carriage within a distance of 150 m and laying properly as directed.(Geo Bag and Polypropylene thread will be supplied by the department free of cost)Without Boat	374.00	Bag	61.34	22,941.16
4	Carriage of Geo Bags of size 1.03 × 0.70 m / 1.0 x 0.7m including loading & unloading, stacking, etc. complete and including hire charge of truck with driver and handyman cost of POL etc. completed as directed. (Distance to be calculated from Divsional store) Distance=60 km	374.00	Bag	1.12	418.88
5	Supply of Sewing Thread/Yarn PPMF Stitching Thread (2000 Den. Kaplon)	4,114.00	Rm	0.13	534.82

Total= 38,14,826.69